

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

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TAP ELECTRICAL CONTRACTING SERVICE, INC.,	:
	:
Plaintiff,	:
	:
-against-	:
	:
E. E. CRUZ & CO., INC.,	:
	:
Defendant.	:
	:
-----X	
E. E. CRUZ & CO., INC.,	:
	:
Third-Party Plaintiff,	:
	:
-against-	:
	:
MALCOLM PIRNIE, INC. and URS CORPORATION,	:
	:
Third-Party Defendants.	:
	:
-----X	
URS CORPORATION -- NEW YORK,	:
	:
Third Party Defendant/Second Third-Party Plaintiff,	:
	:
-against-	:
	:
WINSTON SMITH, P.E., P.C.,	:
	:
Second Third-Party Defendant.	:
-----X	

Third-Party Defendant/Second Third-Party Plaintiff URS Corporation – New York
(i/s/h/a URS Corporation) by its attorneys, Winston & Strawn LLP, as and for its Answer to the

Cross-Claim of Third-Party Defendant Malcolm Pirnie, Inc. ("MPI") dated December 27, 2007, upon information and belief alleges as follows:

**AS AND FOR AN ANSWER TO MPI's
CROSS-CLAIM AGAINST URS CORPORATION**

1. URS denies each and every allegation contained in MPI's Cross-Claim against URS Corporation, dated December 27, 2007, at paragraphs "35" and "36."

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

2. The Cross-Claim Against URS Corporation fails to state a cause of action for which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

3. The Cross-Claim Against URS Corporation fails to state a cause of action against URS because the injuries alleged were not foreseeable.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

4. The Cross-Claim Against URS Corporation fails to state a cause of action against URS because the work performed by URS as alleged in the Third-Party Complaint conformed to all applicable statutes, government regulations and directives, industry standards, and contractual requirements and such conduct comported with the appropriate standard of care.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

5. URS did not owe a duty to Third-Party Plaintiff as alleged in the Third-Party Complaint and its claims against URS are barred by the economic loss doctrine.

AS AND FOR AN FIFTH AFFIRMATIVE DEFENSE

6. URS performed its duties under its contracts with the New York Department of Environmental Protection and MPI with the care, skill, and diligence required of engineers and

construction managers under similar circumstances in the locality in which the work was performed.

AS AND FOR AN SIXTH AFFIRMATIVE DEFENSE

7. The Cross-Claim Against URS Corporation fails to state a cause of action against URS by implying URS was to insure or warrant the quality of the work of others in the absence of any contractual privity or common law duty.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

8. The Cross-Claim against URS Corporation is barred by the applicable statute of limitations, statute of repose and/or doctrine of laches.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

9. The injuries alleged by Third-Party Plaintiff were the result of an independent supervening and/or intervening cause, and any act or omission of URS was not the proximate cause of the injuries alleged.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

10. Third-Party Plaintiff's recovery, if any, against URS is diminished by the doctrine of comparative negligence as Third-Party Plaintiff's own acts or omissions constituted negligence, carelessness or other culpable conduct which contributed to the alleged damage.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

11. Third-Party Plaintiff's injuries, if any, were caused by the acts and omissions of intervening third parties over whom URS had no supervision or control or right of supervision or control.

AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

12. Third-Party Plaintiff's alleged injuries were caused, if at all, by mechanical defects that did not result from any act or omission of URS.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

13. The damages alleged in the Cross-Claim Against URS Corporation are barred, in whole or in part, by Plaintiff's failure to mitigate its alleged damages.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

14. URS will rely upon any and all further defenses that become available or appear during disclosure in this action and hereby specifically reserves its right to amend its answer for the purpose of asserting any such additional defenses.

WHEREFORE, URS demands judgment as follows:

- A. Dismissal of the Cross-Claims of MPI their entirety; and
- B. For such other relief which is just and proper.

Dated: New York, New York
January 15, 2008

Respectfully submitted,

WINSTON & STRAWN LLP

By: /S/ Kenneth D. O'Reilly

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